# Case 23-11177-mdc Doc 46 Filed 12/16/23 Entered 12/17/23 00:33:13 Desc Imaged Certificate of Notice Page 1 of 4

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 23-11177-mdc

Keanen T. Gross Chapter 13

Debtor

**CERTIFICATE OF NOTICE** 

District/off: 0313-2 User: admin Page 1 of 1
Date Rcvd: Dec 14, 2023 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 16, 2023:

Recipi ID Recipient Name and Address

th + Keanen T. Gross, 516 W. Lawn Street, Lansdale, PA 19446-1525

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

#### NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 16, 2023 Signature: /s/Gustava Winters

### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 14, 2023 at the address(es) listed below:

Name Email Address

DAVID B. SPITOFSKY

on behalf of Debtor Keanen T. Gross spitofskybk@verizon.net

spitofskylaw@verizon.net;spitofsky.davidb.r112243@notify.bestcase.com

KENNETH E. WEST

 $ecfemails@ph13trustee.com\ philaecf@gmail.com$ 

MARK A. CRONIN

on behalf of Creditor PENNYMAC LOAN SERVICES LLC bkgroup@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 4

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

| Keanen T. Gross <u>Debtor(s)</u>         | CHAPTER 13            |
|--|-----------------------|
| PENNYMAC LOAN SERVICES, LLC  Movant  vs. | NO. 23-11177 MDC      |
| Keanen T. Gross <u>Debtor(s)</u>         |                       |
| Kenneth E. West Trustee                  | 11 U.S.C. Section 362 |

### **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of November 30, 2023, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$4,821.51**. Post-petition funds received after November 30, 2023, will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows;

**Post-Petition Payments:** 

August 2023 through November 2023 at \$1,469.44/month

Suspense Balance:

(\$1,056.25)

**Total Post-Petition Arrears** 

\$4,821.51

- 2. Debtor(s) shall cure said arrearages in the following manner;
- a). Within fourteen (14) days of the stipulation being approved, Debtor shall submit a tender payment to the Movant in the amount of \$2,900.00;
- b). As for the remaining balance of the arrears, beginning on December 2023 and continuing through May 2024, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,469.44 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$320.25 for December 2023 through April 2024 and \$320.26 for May 2024 towards the arrearages on or before the last day of each month at the address below;

PennyMac Loan Services, LLC PO BOX 660929 Dallas, TX 75266-0929 b). Maintenance of current monthly mortgage payments to the Movant

thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of

cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the

terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice.

If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant relief

from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: November 30, 2023

/s/ Mark A. Cronin, Esquire
Mark A. Cronin, Esquire
Attorney for Movant

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Date: 12/9/2023

DAVID B. SPITOFSKY Attorney for Debtor(s)

No Objection

Date: December 12, 2023

/s/ LeeAne O. Huggins

Kenneth E. West, Esquire Chapter 13 Trustee

December Approved by the Court this 14th day of , 2023. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge

Magdeline C. Coleman

Magdelin D. Colen